

GENERAL CONDITIONS OF THE COMMERCIAL USE AUTHORIZATION (CUA)

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
 2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
 3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
 4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of at least \$1 million and underwritten by a United States company naming the **United States of America** (National Park Service, Blue Ridge Parkway) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
 5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
- A payment of \$300.00 must be provided by the holder to recover associated management and administrative costs. (This is for the permit fee). A one time (\$100.00) application fee is required for each new CUA. The total cost for a new CUA is \$400.00 and may be valid for 2 years. A renewal of an existing CUA is \$300.00.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
 7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
 8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
11. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. The activity authorized must be appropriate to the mission of the park particularly with regard to resource protection, visitor protection and interpretation, in accordance with 36 CFR 1.6 (a). In addition, the use will not be a derogation of the values and purposes for which the park was established.
14. The commercial aspects of the services, except for the service itself, must originate and terminate outside of the park, including marketing, advertising, use or construction of temporary or permanent structures, the negotiation of compensation with the customer or the solicitation or receipt of money or other compensation.
15. The maximum term for a CUA is two years in length. **No commercial activities are to be conducted in the park during the month of October in any given year or any Federal Holiday or Federal Holiday Weekend (If the Federal Holiday is on Friday, this would include the Friday – Sunday. If the Federal Holiday is on a Monday, this would include the Saturday - Monday).**
16. The completed CUA application should be mailed to:
- Blue Ridge Parkway
Attn: Permits Coordinator
199 Hemphill Knob Road
Asheville, NC 28803
17. Checks / Money Orders should be made payable to the **NATIONAL PARK SERVICE**.
18. Group Size for CUA activities are limited to 25 people per group.
19. 1st Aid / CPR Cards are required for all CUA Holders and must have one certificate holder with each group.
* For Rock Climbing / and Wilderness Training CUA Holders, specialized certification will be required.
20. Vehicles used in the operation of a CUA may have their company name displayed on the vehicle, however sponsor or additional advertisement is not permitted. Example if group is called ABC company, then a sponsorship by XYZ company is not allowed.

Upon receipt of the application, a review period by management and field staff of 30 to 90 days will follow.

Further information can be obtained by calling Permits Coordinator, at 828-348-3441.

NOTE: Items above are General Conditions, but additional specialized requirements will be added to CUA for Rock Climbing, and Bicycling type permits.

Application for Commercial Use Authorization

National Park Service
Attn: Permits Coordinator
Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, NC 28803

Please supply the information requested below. Attach additional sheets, if necessary, to provide the required information.

Applicant Name: _____

Organization Name: _____

Mailing Address: _____

Tax ID#: _____

Telephone #: _____

Cell phone #: _____

Fax #: _____

E-mail address: _____

Description of proposed activity: _____

Vehicle(s) to be used: _____

Total in Group: _____

(Note: group size is limited to 25 or less)

Requested location (milepost numbers and specific sites): _____

Desired dates: _____

(Note: No Events during the Entire Month of October and Federal Holiday and Holiday Weekends will be approved)

The applicant by his/her signature certifies that all the information given is complete and correct.

Signature: _____ Date: _____